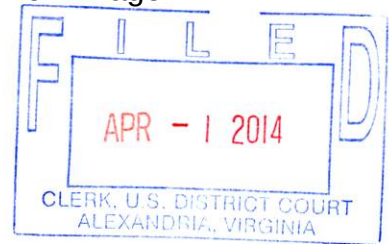


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



HARTFORD FIRE INSURANCE COMPANY
as subrogee of TOSCANA GRILL
One Hartford Plaza
Hartford, CT 06113

Plaintiff,

v.

BROWN'S SEWER & DRAINS, INC.
SERVE: RESIDENT AGENT
Romane Vincent Brown, Jr.
18203 Shanna Drive
Accokeek, Maryland 20607

Defendant.

Case No.: 1:14-CV-00341
(TSE/TRJ)

COMPLAINT AND JURY DEMAND

Plaintiff, Hartford Fire Insurance Company, as subrogee of Toscana Grill, complains of and demands judgment against Defendant Brown's Sewer & Drains, Inc. and in support thereof states as follows:

PARTIES

1. Plaintiff, Hartford Fire Insurance Company ("Hartford") is a corporation duly organized and existing under the laws of the state of Connecticut and at all times relevant herein, authorized to provide insurance policies in the Commonwealth of Virginia.

2. At all times relevant hereto, Hartford insured Toscana Grill ("Toscana") located at 2300 Clarendon Boulevard, Arlington, VA 22201 ("Subject Premises") under policy number 42SBAVO0636.

3. Upon information and belief, Defendant Brown's Sewer & Drains, Inc. ("Brown's") is a corporation duly organized and existing under the laws of the state of Maryland, with its principle place of business located at 3816 Old Silver Hill Road, Suitland, MD 20746.

JURISDICTION AND VENUE

4. This court has jurisdiction pursuant to 28 U.S.C. §1332. The plaintiff and the defendant are citizens of different states and the amount in controversy exceeds \$75,000.00.

5. Venue in the District Court for the Eastern District of Virginia is proper. The cause of action arose in and the defendants regularly conduct business in the Eastern District of Virginia.

STATEMENT OF FACTS

6. On or about May 1, 2013, Toscana hired Brown's to perform certain plumbing work at the Subject Premises, which included the repair and/or reinstallation of a 20-foot section of copper water line, running from a hot water heater above the restaurant's dining room in the ceiling of the restaurant's dining room.

7. As part of the repair, the Brown's plumber connected the copper water line to a part called a "reducer fitting," which allows the pipe to transition from a larger diameter down to a smaller diameter in size.

8. On or about May 24, 2013, the aforementioned copper water line failed, separating from the reducer fitting and thereby causing a significant discharge of water into the Subject Premises.

9. Following the above referenced water loss on May 24, 2013, it was determined that the water line had separated from the reducer fitting because of improper and inadequate soldering during its installation on May 1, 2013.

10. As a result of the water line failure and resulting water discharge, Toscana sustained significant damage to both its real and personal property.

11. Pursuant to the terms of its insurance policy, Toscana submitted a claim to Hartford for the aforementioned damages.

12. Plaintiff, Hartford, thereafter made payments to and/or on behalf of Toscana in the amount of Eighty-Two Thousand One-Hundred Forty-Five Dollars and Seventy-Three Cents (\$82,145.73).

13. Pursuant to the terms of the policy and applicable law, and to the extent of the payments made by Hartford on the claim for loss, Hartford is legally and equitably subrogated to the rights and claims of its insured, Toscana, against Defendant, Brown's Sewer & Drains, Inc.

COUNT ONE - NEGLIGENCE

14. Plaintiff incorporates by way of reference all allegations contained in the foregoing paragraphs as though the same were set forth herein at length.

15. Upon endeavoring to perform professional plumbing services, Brown's owed a duty to Toscana to perform such work in a safe, professional, careful, and workmanlike manner so as to avoid creating an unreasonable and foreseeable risk of harm to the property of Toscana.

16. Brown's, by and through its agents, servants, employees, contractors and/or other designee, negligently, carelessly and/or recklessly breached its duty of care to Toscana in one or more of the following ways:

- (a) Failing to properly install and/or repair the copper water line, including, but not limited to, improperly soldering joints in the copper pipe, failing to properly solder-in the overlap, and failing to ream the pipe after cutting;
- (b) Failing to properly instruct and/or supervise its employees in the proper methods of repairing and/or installing copper pipes;

- (c) Failing to follow proper, adequate, and accepted practices when repairing and/or installing pipe for a hot water line;
- (d) Failing to perform an adequate inspection of the pipe and its soldered connection so as to avoid creating an unreasonable and foreseeable risk of harm to property; and
- (e) Failing to perform its work in a safe, professional, careful, and workmanlike manner as would customarily be brought to such work by an ordinary and prudent person engaged in providing plumbing services.

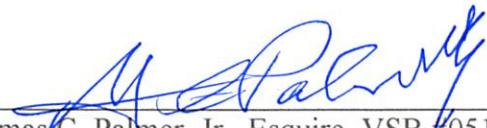
17. As a result of Brown's negligence, as set forth above, Toscana sustained significant damage to both its real and personal property, for which Plaintiff, Hartford, has paid Eighty-Two Thousand One-Hundred Forty-Five Dollars and Seventy-Three Cents (\$82,145.73).

18. Pursuant to the terms of the policy and applicable law, and to the extent of the payments made by Hartford on the claim for loss, Hartford is legally and equitably subrogated to the rights and claims of its insured, Toscana, against Defendant, Brown's Sewer & Drains, Inc.

WHEREFORE, Plaintiff, Hartford, demands judgment in its favor and against Defendant, Brown's, in the amount of Eighty-Two Thousand One-Hundred Forty-Five Dollars and Seventy-Three Cents (\$82,145.73), together with interest, costs and such other relief as the Court deems just and equitable.

JURY DEMAND

Plaintiff requests a jury on all issues presented.



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